

EXHIBIT A

Kenina Lee (*pro hac vice* pending)
klee@axinn.com
AXINN, VELTROP & HARKRIDER LLP
1901 L Street NW
Washington, DC 20036
Telephone: 202.912.4700
Facsimile: 202.912.4701

Neelesh T. Moorthy (SBN 341155)
nmoorthy@axinn.com
AXINN, VELTROP & HARKRIDER LLP
55 Second Street, 20th Floor
San Francisco, CA 94105
Telephone: 415.490.2000
Facsimile: 415.490.2001

*Attorneys for Non-Party Take-Two Interactive
Software, Inc.*

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

)	
)	Case No. 4:20-cv-03919-CW
)	
)	DECLARATION OF LINDA ZABRISKIE
IN RE: COLLEGE ATHLETE NIL)	IN SUPPORT OF TAKE-TWO
LITIGATION)	INTERACTIVE SOFTWARE INC.'S
)	STATEMENT IN SUPPORT OF
)	PLAINTIFFS' AND DEFENDANTS'
)	JOINT ADMINISTRATIVE OMNIBUS
)	MOTION TO SEAL [ECF NO. 318]
)	

I, Linda Zabriskie, declare as follows:

1. I am currently Senior Vice President and Associate General Counsel at Take-Two Interactive Software, Inc. ("Take-Two"). I am more than eighteen years of age. Based on my experience and responsibilities at Take-Two, I am familiar with Take-Two's protection of highly confidential and proprietary business material discussed below. I make this declaration based on personal knowledge, and I could testify competently to the matters set forth herein.

2. I understand that Plaintiffs and Defendants in the above-captioned litigation have submitted expert reports in support of and in opposition to motions for class certification. I understand that these reports reference highly confidential Take-Two business material.

3. I have reviewed the excerpts in the parties' expert reports containing Take-Two's highly confidential information, which were provided to Take-Two's outside counsel in an unredacted or summarized form by Plaintiffs' counsel in this litigation. Take-Two seeks to keep the following excerpts under seal:

Location of Take-Two's Highly Confidential Business Material	Take-Two Highly Confidential Business Material to be Sealed
Expert Report of Daniel A. Rascher (ECF No. 209-2) at page 124, Exhibit C.2.	Redacted exhibit containing information based on sales figures from Take-Two's NBA 2K video game and also containing revenue information for College Hoops video game.
Expert Report of Bob Thompson (ECF No. 251-2) at 41-42.	Details of a non-public licensing agreement between Take-Two and the NBA and affiliated entities.
Expert Report of Bob Thompson (ECF No. 251-2) at 42.	Details of a non-public licensing agreement between Take-Two and the NBA and affiliated entities, including financial terms contained therein.

4. The business material Take-Two seeks to keep under seal is all non-public information internal to Take-Two. The information relates to (i) highly confidential, internal sales and revenue data, including sales data for Take-Two's 2K franchise of video games, and (ii) the content of a licensing agreement between Take-Two and certain NBA-affiliated entities, including financial terms.

5. Take-Two uses and relies upon its internal sales and revenue data to assess its business model and for developing its future business strategies. If this material were to become public, it could cause competitive harm to Take-Two. The disclosure of such data could provide Take-Two's competitors special insight into Take-Two's financial performance


1 that they could use to predict Take-Two's business strategies and gain a competitive
2 advantage.

3 6. Furthermore, Take-Two's approach to negotiating and structuring its licensing agreements
4 is also highly confidential. If this material were to become public, it could cause
5 competitive harm to Take-Two. For instance, future negotiating partners may take
6 advantage of Take-Two in commercial negotiations if they were able to compare their
7 proposed terms with the confidential terms Take-Two seeks to keep under seal. Disclosure
8 of this information may also enable competitors to discern Take-Two's confidential
9 business and commercial strategies, thereby giving competitors an unfair advantage.

10 7. Take-Two strictly restricts public dissemination of the data and contract terms identified
11 in the paragraphs above. Take-Two takes steps to preserve the confidentiality of this type
12 of information to protect Take-Two's competitive position.

13 8. I declare under penalty of perjury under the laws of the United States that the foregoing is
14 true and correct to the best of my knowledge and belief.
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16 Executed on September 29, 2023, in New York, New York.

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20 Linda Zabriskie
21 SVP and Associate General Counsel
22 Take-Two Interactive Software, Inc.
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